

REMARKS:

Claims 27, 29, 31-36, 39-45, and 47-60 are pending in the application, with claims 31-33, 35, 36, 51, and 54-60 having been allowed. Applicants request reconsideration and allowance in view of the following remarks.

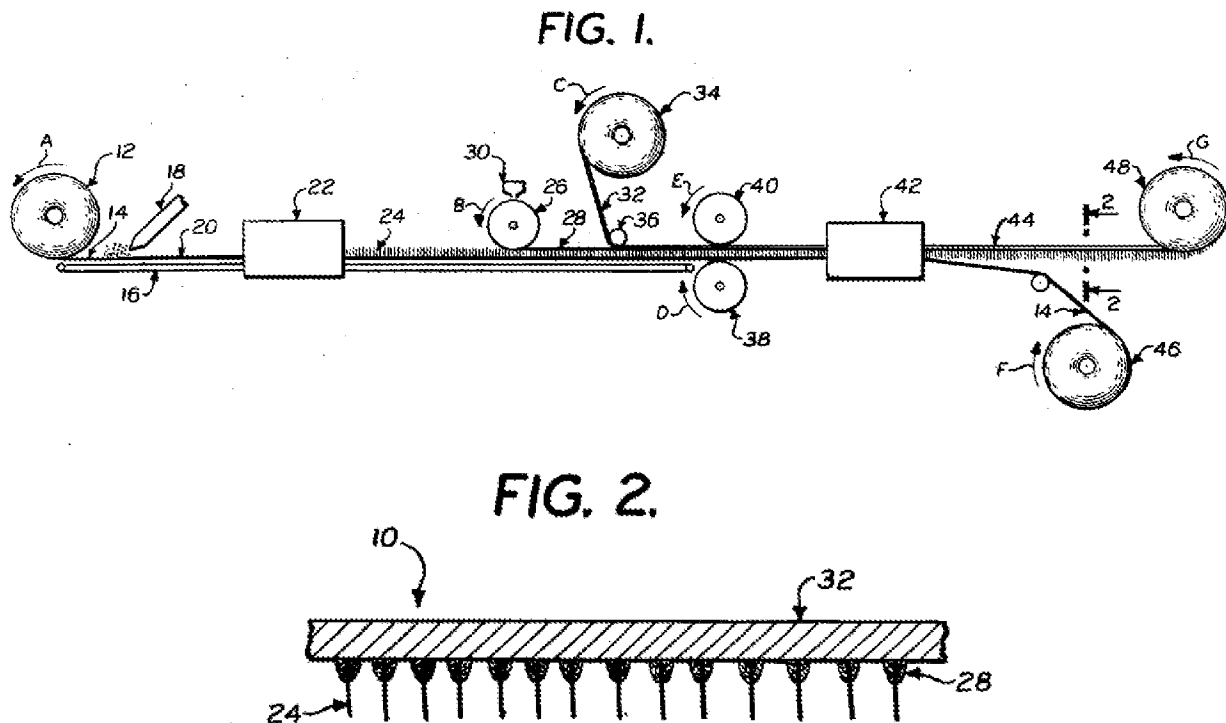
Claims 27, 29, 39, 43, 47, 48, 49, and 53 are again rejected under 35 U.S.C. § 103(a) based on Lefeber et al., U.S. 5,185,198, in view of Gregorian et al., U.S. 4,035,532, but with the basis for the rejection clarified in one regard and expanded in another regard. The rejection is predicated on the assertion set forth at page 2 (response to Applicants' previous arguments) and page 4 (body of the rejection) of the Office Action that "Gregorian et al. teach locally applying adhesive (28), at a desired viscosity, onto predetermined specific areas of a substrate (32) in a pattern, comprising cavities or channels which remain free of adhesive (28) and flock (28), and is also in the form of a discontinuous layer having islands of adhesive (column 2, lines 3-9; column 4, lines 10-22; column 6, lines 6-26; Figure 2)." Applicants respectfully refute that assertion.

Independent claim 27 specifies that adhesive is applied to both of the cover sheets ("applying the adhesive (5) onto the at least one first and the at least one second cover sheet (1, 2)") in the form of a pattern or in the form of a non-continuous layer.¹ Then the fibers are applied to the areas coated with adhesive on at least one of the two cover sheets.² Gregorian – which the Examiner asserts discloses both the pattern and non-continuous layer features – does not, in fact, disclose either the geometric or the temporal aspects recited in the claims.

¹ "In the form of" is inserted before "pattern" to improve the parallel sentence structure on either side of the word "or."

² Although the word "then" has been added at the end of the first body paragraph of claim 27, that addition only makes explicit what already was implicitly necessary for the claim to make sense. After all, the fibers could not be applied to areas of the cover sheet(s) that are coated with adhesive, as per the second body paragraph of the claim, unless the cover sheet(s) has/have been coated first, as per the first body paragraph. Thus, the scope of the claim has not been changed, and such amendment, *per se*, should not necessitate further search.

Figures 1 and 2 of Gregorian – to the latter of which the Examiner specifically cites – are reproduced below. (Notably, Figure 2 is just a schematic illustration, with Figure 1, of which Figure 2 is a section view, being specifically identified as such. See column 2, lines 10-15.)



Furthermore, Gregorian explains quite clearly the process illustrated in Figure 1 at column 2, lines 23-47 (emphasis added):

A roll 12 of an auxiliary substrate 14 is unwound in the direction indicated by arrow A and is carried by conveyor 16 sequentially under a coating knife 18, which applies a continuous layer of a temporary adhesive binder 20 to the auxiliary substrate and a flocking box 22 where flock 24 is applied to the coated auxiliary substrate.

Upon leaving flocking box 22, the combination auxiliary substrate 14, temporary adhesive binder 20, and flock 24 is carried under a kiss roll 26 which rotates in the direction shown by arrow B to lay down a thin coating of a curable flock adhesive binder 28 from a trough 30. A substrate backing layer 32 fed from a roll 34, rotating in the direction shown by arrow C, is then brought into contact with the adhesive binder 28 by the action of positioning roll 36. A pair of squeeze rolls, 38 and 40, driven in the

direction indicated by arrows D and E, respectively, then marry the substrate backing layer 32 to the adhesive coated flock.

The adhesive 28 is then cured in curing box 42, the auxiliary substrate 14 is stripped from the completed fabric laminate 44 and wound in the direction indicated by arrow F on roll 46. The completed fabric laminate 44 is simultaneously wound on roll 48 in the direction indicated by arrow G.

With respect to there being any discernable pattern, the temporary adhesive binder 20 is applied to the substrate as a continuous layer and then the substrate is passed through the flocking box 22, where flock is applied to the adhesive-coated substrate. Because there is nothing at all in the specification to indicate that the orientation of and location where the flock fibers adhere to the substrate is controlled in any fashion, one of skill in the art would understand – Figure 2 notwithstanding – that the flock adheres to the substrate all across its surface, in a totally random (i.e., non-patterned) arrangement. As for Figure 2, all the specification indicates (column 5, line 67 through column 6, line 20) is the following:

Referring now to FIG. 2, there is shown an enlarged representation of a cross-section of the flocked fabric laminate taken along line 2 – 2 of FIG. 1, i.e., after auxiliary substrate 14 has been removed and stripped from the final laminate. FIG. 2 represents an embodiment of the invention wherein the fabric shown possesses air permeability.

Thus, as shown in FIG. 2, the laminate represented generally as 10, has a bottom substrate layer 32, which may be of a kind which heretofore could not have been flocked, a facing layer of flocked fibers 24, and a discontinuous adhesive binder interlayer 28, securing the flocked fibers to the substrate.

From FIG. 2, it is seen that flock adhesive 28 is present only at the fiber tips of flock 24 and at the corresponding point of contact with bottom substrate layer 32, where the flock is bound. This produces a discontinuous flock adhesive layer wherein substantially all of the flock adhesive is present only at the tips of the flock fibers. This results in the fabric remaining porous and air permeable and contributes to a better aesthetic hand of the fabric as a result thereof.

That clearly does not indicate anything as to there being patterns, channels, etc.

Furthermore, to the extent the Examiner is deliberately trying to find in Figure 2 disclosure of a pattern, she contravenes the M.P.E.P., which instructs as follows with respect to relying on drawings (emphasis added):

2125 Drawings as Prior Art

DRAWINGS CAN BE USED AS PRIOR ART

Drawings and pictures can anticipate claims if they clearly show the structure which is claimed. *In re Mraz*, 455 F.2d 1069, 173 USPQ 25 (CCPA 1972). However, the picture must show all the claimed structural features and how they are put together. *Jockmus v. Leviton*, 28 F.2d 812 (2d Cir. 1928). The origin of the drawing is immaterial. For instance, drawings in a design patent can anticipate or make obvious the claimed invention as can drawings in utility patents. When the reference is a utility patent, it does not matter that the feature shown is unintended or unexplained in the specification. The drawings must be evaluated for what they reasonably disclose and suggest to one of ordinary skill in the art. *In re Aslanian*, 590 F.2d 911, 200 USPQ 500 (CCPA 1979). See MPEP § 2121.04 for more information on prior art drawings as “enabled disclosures.”

PROPORTIONS OF FEATURES IN A DRAWING ARE NOT EVIDENCE OF ACTUAL PROPORTIONS WHEN DRAWINGS ARE NOT TO SCALE

When the reference does not disclose that the drawings are to scale and is silent as to dimensions, arguments based on measurement of the drawing features are of little value. See *Hockerson-Halberstadt, Inc. v. Avia Group Int’l*, 222 F.3d 951, 956, 55 USPQ2d 1487, 1491 (Fed. Cir. 2000) (The disclosure gave no indication that the drawings were drawn to scale. “[I]t is well established that patent drawings do not define the precise proportions of the elements and may not be relied on to show particular sizes if the specification is completely silent on the issue.”). However, the description of the article pictured can be relied on, in combination with the drawings, for what they would reasonably teach one of ordinary skill in the art. *In re Wright*, 569 F.2d 1124, 193 USPQ 332 (CCPA 1977) (“We disagree with the Solicitor’s conclusion, reached by a comparison of the relative dimensions of appellant’s and Bauer’s drawing figures, that Bauer ‘clearly points to the use of a chime length of roughly 1/2 to 1 inch for a whiskey barrel.’ This ignores the fact that Bauer does not disclose that his drawings are to scale. ... However, we agree with the Solicitor that Bauer’s teaching that whiskey losses are influenced by the distance the liquor needs to ‘traverse the pores of the wood’ (albeit in reference to the thickness of the barrelhead)” would have suggested the desirability of an increased chime length to one of ordinary skill in the art bent on further reducing whiskey losses.” 569 F.2d at 1127, 193 USPQ at 335-36.)

In this case, if it were not for the fact that the claims refer to a pattern comprising cavities or channels, the Examiner would not have looked at Figure 2 and found such a pattern, and certainly one of skill in the art would not have found such pattern, either.

With respect to a discontinuous layer of adhesive, on the other hand, the claims – which, Applicants remind the Examiner, are method claims – specify that the adhesive is applied to the cover sheets in such a manner (or to form a pattern), and then the fibers are applied to the already-coated areas of at least one of the two cover sheets. Gregorian does not disclose that. To the extent Gregorian discloses applying adhesive to a substrate, the first, temporary layer of adhesive 20 is applied by an applicator blade 18 over the entire auxiliary substrate 14. On the other hand, the second, curable layer of adhesive 28 – which is the layer that is discontinuous – is then applied (from trough 30, using roller 26) onto the tips of the fibers, not onto the substrate. Furthermore, to the extent the Examiner might argue that the curable adhesive is applied to the substrate backing layer 32 non-continuously by means of the tips of the fibers when the substrate backing layer 32 is joined to the adhesive-coated flock, such argument would be unavailing since it would overlook both the temporal aspect of the claims and the fact that both cover sheets are to have the adhesive applied in a pattern or non-continuously.

Thus, Gregorian does not teach the features that are “missing” from Lefeber. Therefore, the combination does not yield the claimed invention and the Examiner has failed to establish a *prima facie* case of obviousness. Accordingly, Applicants traverse the rejection and request that it be withdrawn.

Claim 34 is rejected under 35 U.S.C. § 103(a) based on Lefeber in view of Gregorian and further in view of Simila. Claim 34 depends from claim 27; accordingly, the Examiner has not established a *prima facie* case of obviousness as explained above. Additionally, Simila is not

analogous art, as explained previously and which the Examiner has apparently conceded (the limited extent to which the Examiner is relying on it notwithstanding). Therefore, Applicants traverse the rejection and request that it be withdrawn.

Claims 40 and 52 are rejected under 35 U.S.C. § 103(a) based on Lefeber in view of Gregorian and further in view of Sobolev. Those claims depend from claim 27, the rejection of which is traversed above. Therefore, the Examiner has not established a *prima facie* case of obviousness, so Applicants traverse the rejection and request that it be withdrawn.

Claim 41, which depends from claim 27, is rejected under 35 U.S.C. § 103(a) based on Lefeber in view of Gregorian and further in view of Kirkpatrick et al., U.S. 3,706,614. Applicants traverse the rejection and request that it be withdrawn for the same reason explained above with respect to claim 27.

Claims 42, 44, 45, and 50 are rejected under 35 U.S.C. § 103(a) based on Lefeber in view of Gregorian and further in view of Coran et al., U.S. 3,767,505. Applicants traverse the rejection and request that it be withdrawn for the same reason explained above with respect to claim 27, from which those claims all depend either directly or indirectly.

Allowed/Allowable Subject Matter

Claims 31-33, 35, 36, 51, and 54-60 are allowed. In view of the foregoing, however, Applicants submit that all claims are in condition for allowance, and timely Notice to that effect is respectfully requested.

The undersigned representative requests any extension of time that may be deemed necessary to further the prosecution of this application.

The undersigned representative authorizes the Commissioner to charge any additional fees under 37 C.F.R. 1.16 or 1.17 that may be required, or credit any overpayment, to Deposit Account No. 14-1437, referencing Attorney Docket No.: 7589.207.PCUS00.

In order to facilitate the resolution of any issues or questions presented by this paper, the Examiner may directly contact the undersigned by phone to further the discussion.

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Respectfully submitted,

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